**PDFSage Inc. | Superior Court of Massachusetts, Middlesex County  
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| **5 Plaintiff(s):** | 1:17 |
| **6 Defendant(s):** | 1:23 |
| **7 Attorney/Pro Se:** | 1:27 |
| **8 I certify that this case meets the case assignment criteria for King County Superior Court.** | 1:30 |
| **=== SUMMONS ===** | 2:40 |
| **(SUPERIOR COURT OF WASHINGTON FOR KING COUNTY)** | 2:42 |
| **SUMMONS** | 2:48 |
| **TO: AMAZON.COM, INC.** | 2:50 |
| **=== COMPLAINT FOR DAMAGES, INJUNCTIVE RELIEF, AND OTHER RELIEF ===** | 3:83 |
| **) COMPLAINT FOR DAMAGES,** | 3:85 |
| **) AND OTHER RELIEF** | 3:88 |
| **I INTRODUCTION** | 3:94 |
| **1 Plaintiff, Bo Shang (“Plaintiff”), brings this action against Amazon.com, Inc. (“Amazon” or** | 3:96 |
| **“Defendant”), alleging that Defendant sold or facilitated the sale of a stolen Google Pixel 7A** | 3:97 |
| **smartphone through its Prime shipping program. Plaintiff contends that after discovering the phone** | 3:98 |
| **was stolen, Amazon:** | 3:99 |
| **2 Plaintiff seeks compensatory damages, equitable relief, attorneys’ fees (if permitted by law), and** | 3:104 |
| **any other relief deemed just and proper.** | 3:105 |
| **II JURISDICTION AND VENUE** | 3:107 |
| **3 Subject Matter Jurisdiction: This Court has jurisdiction over the claims asserted herein under** | 4:109 |
| **RCW 2.08.010, which grants the Superior Court original jurisdiction in all civil actions where the** | 4:110 |
| **value of the claim exceeds the jurisdictional limits of inferior courts.** | 4:111 |
| **4 Personal Jurisdiction: Defendant Amazon.com, Inc. is headquartered in Seattle, Washington,** | 4:113 |
| **transacts substantial business in King County, and has purposely availed itself of the benefits and** | 4:114 |
| **protections of Washington laws. Therefore, personal jurisdiction is proper under RCW 4.28.185 and** | 4:115 |
| **general principles of due process.** | 4:116 |
| **5 Venue: Venue is proper in King County under RCW 4.12.025(1) because Defendant’s principal** | 4:118 |
| **place of business is in King County, and a substantial part of the events or omissions giving rise to** | 4:119 |
| **Plaintiff’s claims occurred in King County.** | 4:120 |
| **III PARTIES** | 4:122 |
| **6 Plaintiff, Bo Shang (“Plaintiff”), is an individual residing in [County/State], who purchased a Pixel** | 4:124 |
| **7A smartphone from Amazon’s platform under the Amazon Prime shipping program.** | 4:125 |
| **7 Defendant, Amazon.com, Inc. (“Amazon” or “Defendant”), is a Delaware corporation with its** | 4:127 |
| **principal place of business located at 410 Terry Avenue North, Seattle, Washington 98109.** | 4:128 |
| **IV FACTUAL BACKGROUND** | 4:130 |
| **8 Purchase and Discovery of Stolen Status:** | 4:132 |
| **9 Notification to Amazon:** | 4:140 |
| **10 Restocking Fee Imposed:** | 5:146 |
| **11 Harm to Plaintiff:** | 5:153 |
| **12 Amazon’s Role and Representations:** | 5:160 |
| **V CAUSES OF ACTION** | 5:169 |
| **COUNT I – VIOLATION OF THE WASHINGTON CONSUMER PROTECTION ACT (RCW 19.86)** | 5:174 |
| **13 The Washington Consumer Protection Act (“WCPA”), codified at RCW 19.86, prohibits unfair or** | 5:176 |
| **deceptive acts or practices in the conduct of trade or commerce.** | 5:177 |
| **14 Defendant, by enabling the sale of stolen goods under the Amazon Prime program and by** | 5:179 |
| **imposing an unconscionable restocking fee when the item was finally discovered to be stolen,** | 5:180 |
| **committed one or more unfair or deceptive acts or practices likely to mislead a reasonable** | 6:181 |
| **consumer.** | 6:182 |
| **15 Case Law Support:** | 6:184 |
| **16 Amazon’s acts and omissions proximately caused injury to Plaintiff’s business or property,** | 6:188 |
| **including monetary loss and other damages, thus violating RCW 19.86.020.** | 6:189 |
| **17 Pursuant to RCW 19.86.090, Plaintiff seeks actual damages, treble damages up to statutory** | 6:191 |
| **limits, and reasonable attorneys’ fees and costs.** | 6:192 |
| **COUNT II – BREACH OF IMPLIED WARRANTY OF MERCHANTABILITY (RCW 62A.2-314)** | 6:194 |
| **18 Under RCW 62A.2-314, every contract for the sale of goods includes an implied warranty of** | 6:196 |
| **merchantability, which ensures the product is fit for the ordinary purposes for which goods of that** | 6:197 |
| **kind are used, and that the product is lawfully sold (not stolen).** | 6:198 |
| **19 By advertising and fulfilling the sale of a stolen Google Pixel 7A, Defendant breached the implied** | 6:200 |
| **warranty of merchantability, as stolen merchandise cannot be lawfully resold and is inherently unfit** | 6:201 |
| **for normal ownership and use.** | 6:202 |
| **20 Case Law Support:** | 6:204 |
| **21 As a direct and proximate result of Defendant’s breach, Plaintiff suffered damages in an amount** | 6:208 |
| **to be proven at trial.** | 6:209 |
| **COUNT III – NEGLIGENCE / NEGLIGENT MISREPRESENTATION** | 6:211 |
| **22 Defendant owed a duty of care to Plaintiff as a consumer who relied on Defendant’s platform and** | 6:213 |
| **“Prime” services. Given Amazon’s representations of safety and security, it had a duty to prevent** | 6:214 |
| **the sale of stolen goods or at least conduct reasonable checks.** | 6:215 |
| **23 Defendant breached this duty by failing to implement adequate inventory control, screening, or** | 7:217 |
| **verification processes to ensure that items sold or fulfilled via Amazon Prime were not stolen** | 7:218 |
| **property.** | 7:219 |
| **24 Case Law Support:** | 7:221 |
| **25 Plaintiff relied on Amazon’s statements and “Prime” labeling, believing the product was** | 7:225 |
| **legitimate and non-stolen. Plaintiff would not have purchased the phone had he known it was** | 7:226 |
| **stolen.** | 7:227 |
| **26 This reliance was justifiable given Amazon’s longstanding marketing as a trusted e-commerce** | 7:229 |
| **platform. Defendant’s negligent conduct directly and proximately caused harm to Plaintiff,** | 7:230 |
| **including but not limited to the cost of the phone, the time and expense of the forced return, and** | 7:231 |
| **the imposed restocking fee.** | 7:232 |
| **VI DAMAGES AND RELIEF SOUGHT** | 7:234 |
| **1 Compensatory Damages: For all losses, including but not limited to the purchase price of the** | 7:238 |
| **Pixel 7A, related fees, costs incurred to return the stolen device, and any other economic losses.** | 7:239 |
| **2 Treble Damages: As allowed under RCW 19.86.090 for violations of the Washington Consumer** | 7:241 |
| **Protection Act, up to the statutory maximum.** | 7:242 |
| **3 Injunctive Relief:** | 7:244 |
| **4 Attorneys’ Fees and Costs: Pursuant to RCW 19.86.090 (for CPA violations) and any other** | 7:249 |
| **applicable provision of law.** | 7:250 |
| **5 Pre- and Post-Judgment Interest: As permitted by law.** | 7:252 |
| **6 Such Other and Further Relief as the Court deems just, equitable, and proper.** | 8:254 |
| **VII JURY DEMAND** | 8:256 |
| **PRAYER FOR RELIEF** | 8:261 |